
ORIGINAL

**TARIFF SCHEDULES APPLICABLE TO
ALTERNATIVE OPERATOR SERVICES**

NAMING

RATES, RULES AND REGULATIONS

GOVERNING OPERATIONS OF

NETWORK PTS, INC. ("Network PTS")

14472 Wicks Boulevard
San Leandro, California 94577
Telephone: 510-347-3673
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APPROVED FOR FILING

DECISION #: 66889

Issued: 04/14/04

By:

Michael Zumbo, President
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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	Original	*
12	Original	*			
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* - indicates those pages included with this filing.

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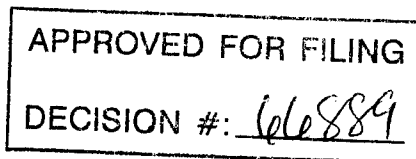
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.



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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the ACC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the ACC follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are eight levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.(A).
 - 2.1.1.(A).1.
 - 2.1.1.(A).1.(a).
 - 2.1.1.(A).1.(a).I.
 - 2.1.1.(A).1.(a).I.(i).
- D. Check Sheets** - When a Tariff filing is made, an updated check sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Arizona Corporation Commission.

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APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier telecommunications service associated with the provision of operator services by Network PTS, Inc., ("Network PTS") in the State of Arizona.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Network PTS' designated switching center or point-of-presence.

Account Code - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

Commission - Refers to the Arizona Corporation Commission.

Company or Carrier - Refers to Network PTS, Inc., ("Network PTS") unless otherwise clearly indicated by the context.

Company's Point-of-Presence - Location of the serving central office associated with access to the Company's network.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - Where the local exchange Company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can pre-subscribe their telephone line(s) to their preferred interexchange carrier.

Initial and Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LATA - Local Area of Transport and Access.

Network PTS - Refers to Network PTS, Inc., ("Network PTS") unless otherwise clearly indicated by the context.

Operator Dialed Surcharge - A charge which applies to operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the billing number and/or the destination telephone number, but chooses to have the operator dial the number instead.

Operator Station Call - A service whereby the originating Customer uses the assistance of an operator to place or bill the call. Calls may be billed collect or to a telephone Company issued Calling Card, to an authorized commercial Credit Card, to a Company Travel Card, or to a Third Party. This category does not include calls placed on a Person-to-Person basis.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

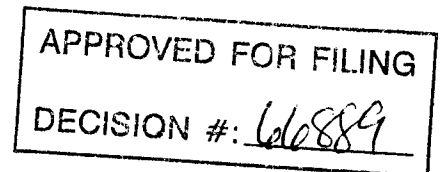
Person-to-Person Call - A service whereby the person originating the call specifies to the Company operator a particular party to be reached. The Party may be an individual person, a particular mobile station, a particular station, room number, department or office to be reached through a PBX attendant.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

V & H Coordinates - Geographic points that define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.



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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Network PTS, Inc.**

Network PTS' services and facilities are furnished for communications originating at specified points within the State of Arizona under terms of this tariff.

Network PTS installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this rate sheet. Network PTS may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the Network PTS network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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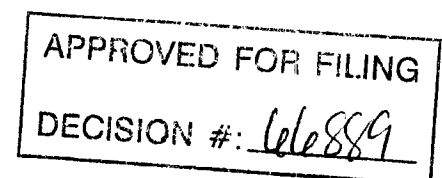
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** Network PTS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by Network PTS and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.



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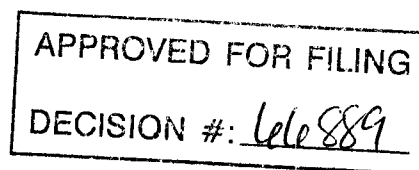
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of the Company**

- 2.4.1** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.2** Network PTS shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action of request of the U.S. Government, or any other government, including state and local governments having jurisdiction over Network PTS or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.



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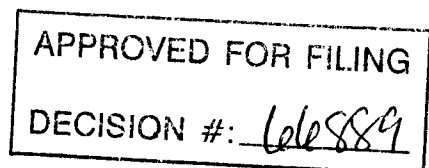
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.4.4** Network PTS shall be indemnified and held harmless by the Customer and Subscriber from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmittal by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Subscriber relating to the use of the Company's facilities.
- 2.4.5** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment for Service****2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

2.8.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by Network PTS or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (D) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (E) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (F) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five (5) calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment for Service, (Cont'd.)****2.8.2 Payment for Service, (Cont'd.)**

- (G) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (H) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (I) Network PTS will not bill for unanswered calls in areas where Equal Access is available, nor will Network PTS knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Network PTS will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (J) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

2.8.3 Deposits

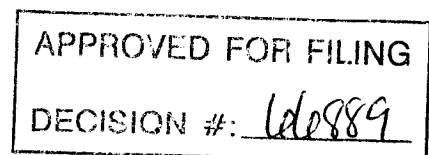
The Company does not collect deposits from its Customers.

2.8.4 Advance Payments

The Company does not require advance payments from its Customers.

2.8.5 Taxes

All federal, state and local taxes, including but not limited to federal excise tax, state gross receipts taxes, sales taxes, and municipal utilities taxes are listed as separate line items on the customers bill.



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.10 Billing Entity Conditions

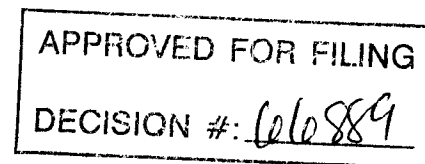
When billing functions on behalf of Network PTS are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact Network PTS directly. If there is still a disagreement about the disputed amount after investigation and review by Network PTS or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

2.11 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Arizona Corporation Commission.

2.12 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to Network PTS operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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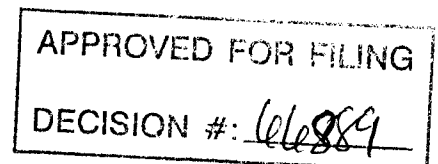
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four (24) consecutive hours.



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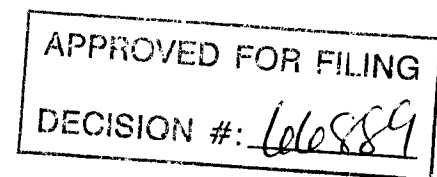
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Responsibilities of the Subscriber**

- 2.18.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.18.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Network PTS on the Subscriber's behalf.
- 2.18.3** If required for the provision of Network PTS' Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Network PTS.
- 2.18.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Network PTS when required for Network PTS personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Network PTS' Services.
- 2.18.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Network PTS' facilities or services, that the signals emitted into Network PTS' network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Responsibilities of the Subscriber, (Cont'd.)**

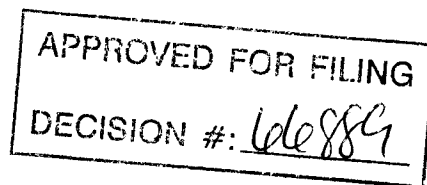
2.18.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Network PTS' equipment, personnel, or the quality of Service to other Subscribers or Customers, Network PTS may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Network PTS may, upon written notification, terminate the Subscriber's service.

2.18.7 The Subscriber must pay Network PTS for replacement or repair of damage to the equipment or facilities of Network PTS caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

2.18.8 The Subscriber must pay for the loss through theft or fire of any of Network PTS' equipment installed at Subscriber's premises.

2.18.9 Access to Other Carriers

Neither the Company nor its Subscribers may block access to other certificated carriers unless a waiver is granted by the Arizona Corporation Commission.



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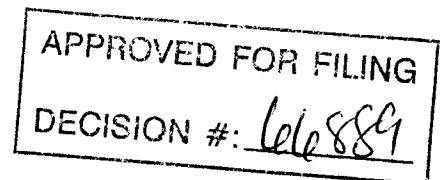
Michael Zumbo, President
14472 Wicks Boulevard
San Leandro, California 94577

Effective: 04/06/04

AZo0401

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.19 Responsibilities of the Customer**

- 2.19.1** The Customer is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.19.2** The Customer is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.19.3** The Customer is responsible for providing Network PTS with a valid method of billing for each call. Network PTS reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Network PTS may refuse to place the call.



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

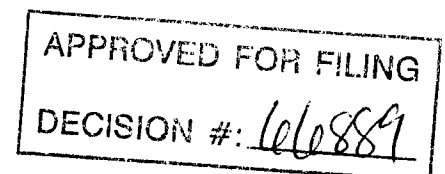
2.20 Complaint Procedures

Customer complaints and inquiries regarding their bills may be directed to the toll-free number provided by the billing agent on the bill. In addition, inquiries and complaints may also be directed to:

Isabella Zumbo, Customer Service Manager
Network PTS, Inc.
14472 Wicks Boulevard
San Leandro, California 94577
Telephone: 510-347-3661
Facsimile: 510-618-1247
Toll-Free: 800-267-5175

If not satisfied with the Company's response, Customers may contact:

Consumer Service Section
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007
Telephone: (602) 542-4251



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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.21 Call Splashing**

Pursuant to ACC R-14-2-1008, the Company will not transfer calls to another carrier unless the rating and billing information for the call will properly reflect the originating and terminating points of the call. If such transfers are not possible, the Company will inform the caller that the call cannot be completed and that the preferred carrier may be reached via an access code or toll-free customer service number. If such a transfer occurs, it will be made at no charge to the end user.

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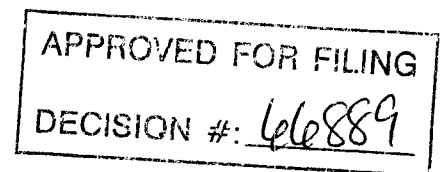
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.24 Other**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.



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SECTION 3 - DESCRIPTION OF SERVICES AND RATES**3.1 General**

Network PTS will provide operator assisted services for communications originating and terminating within the State of Arizona under terms of this tariff.

3.2 Timing of Calls

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.

3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.

3.2.4 The Company will not bill for incomplete calls.

3.3 Holidays

The Company does not offer rate discounts for calls placed on state or federal holidays.

3.4 Rate Periods

The Company does not rate calls based on time-of-day.

3.5 Calculation of Distance

The Company does not rate calls based on distance.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.6 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard Tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Maximum Rate Per Call:

\$0.95

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.7 Alternative Operator Assisted Services**

Network PTS' Operator Assisted Calling is available for use by transient end users from Aggregator locations. Calls are billed in one (1) minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

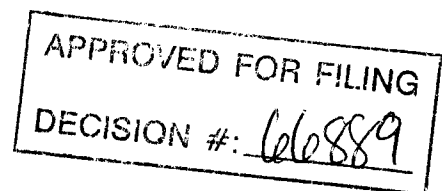
The Company offers many operator service rate plans depending upon the needs of a particular Aggregator location. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.



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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**3.7 Alternative Operator Assisted Services, (Cont'd.)****3.7.1 Per Minute Usage Rates****A. Maximum IntraLATA Usage Rates:**

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Min.	Add'l Min.	Initial Min.	Add'l Min.	Initial Min.	Add'l Min.
1-10	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
11-16	\$0.4000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
17-22	\$0.4000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
23-30	\$0.4500	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
31-40	\$0.4500	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
41-55	\$0.4500	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
56-70	\$0.5200	\$0.3300	\$0.3590	\$0.3000	\$0.3000	\$0.3000
71-124	\$0.5200	\$0.3300	\$0.3590	\$0.3000	\$0.3000	\$0.3000
125-196	\$0.5300	\$0.3600	\$0.3590	\$0.3000	\$0.3000	\$0.3000
197-292	\$0.5800	\$0.3600	\$0.3590	\$0.3000	\$0.3000	\$0.3000
293-Over	\$0.5800	\$0.3800	\$0.3908	\$0.3000	\$0.3000	\$0.3000

B. Maximum Per Call Service Charges:

Customer Dialed Calling or Credit Card:	\$1.50
Operator Dialed Calling or Credit Card:	\$2.50
Station-to-Station Collect:	\$2.30
Person-to-Person Collect:	\$4.50
Third Party Station-to-Station:	\$2.30
Third Party Person-to-Person:	\$4.50
Person-to-Person:	\$4.50
Station-to-Station:	\$3.50
Operator Dialed Surcharge:	\$2.00

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.7 Alternative Operator Assisted Services, (Cont'd.)

3.7.1 Per Minute Usage Rates, (Cont'd.)

C. Maximum InterLATA Usage Rates:

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Min.	Add'l Min.	Initial Min.	Add'l Min.	Initial Min.	Add'l Min.
1-10	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
11-16	\$0.4000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
17-22	\$0.4000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
23-30	\$0.4500	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
31-40	\$0.5065	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
41-55	\$0.5307	\$0.3332	\$0.3135	\$0.3000	\$0.3000	\$0.3000
56-70	\$0.5560	\$0.3732	\$0.3590	\$0.3000	\$0.3000	\$0.3000
71-124	\$0.5560	\$0.3865	\$0.3590	\$0.3000	\$0.3000	\$0.3000
125-196	\$0.5560	\$0.4265	\$0.3590	\$0.3000	\$0.3000	\$0.3000
197-292	\$0.5560	\$0.4799	\$0.3590	\$0.3000	\$0.3000	\$0.3000
293-Over	\$0.5800	\$0.4820	\$0.3908	\$0.3000	\$0.3000	\$0.3000

D. Maximum Per Call Service Charges:

Customer Dialed Calling or Credit Card:	\$1.50
Operator Dialed Calling or Credit Card:	\$2.50
Station-to-Station Collect:	\$2.33
Person-to-Person Collect:	\$4.66
Third Party Station-to-Station:	\$2.33
Third Party Person-to-Person:	\$4.66
Person-to-Person:	\$4.50
Station-to-Station:	\$3.50
Operator Dialed Surcharge:	\$2.00

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.8 Emergency Calls

No charges apply to emergency calls placed to recognized emergency agencies.

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SECTION 4 - MISCELLANEOUS SERVICES**4.1 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

4.2 Return Check Charge

A maximum return check charge of \$50.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this Tariff and pursuant to Arizona law and Arizona Corporation Commission regulations.

4.3 Directory Assistance

Directory Assistance is available to Customers of Network PTS service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

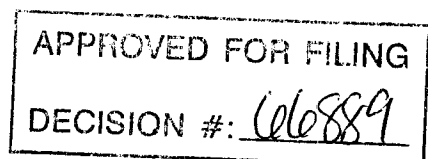
Maximum Per Call Charge: \$2.50

4.4 Nonsubscriber Service Charge

A Nonsubscriber Service Charge is applicable to Operator Station, Person-to-Person or Real Time rated calls billed to all lines which are pre-subscribed to an interexchange carrier other than Network PTS, or not pre-subscribed to any interexchange carrier. This charge is in addition to the initial period and additional period charges applicable to calls from points throughout the United States.

The Nonsubscriber Service Charge does not apply to calling card calls, intraLATA calls, conference calls, calls to Directory Assistance, toll free or 900 telephone numbers, Ship-to-Shore service or Telecommunications Relay Service, calls originated from cellular phones; Customers with disabilities and calls billed to all lines which have discontinued pre-subscription to Network PTS but for whom an active billing record still exists in Network PTS' billing system.

Non-Subscriber Service Charge, Per Call \$4.00



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SECTION 5 - CONTRACT SERVICES AND PROMOTIONS**5.1 Contracts - General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. Contract Services are subject to the Arizona Corporation Commission's review. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

5.2 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.3 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four (4) minutes duration over its network.

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SECTION 6 - CURRENT PRICE LIST**6.1 Public Telephone Surcharge**

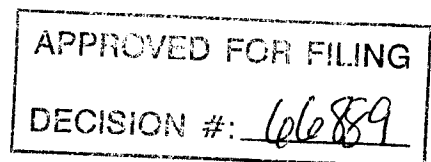
Rate Per Call: \$0.47

6.2 Alternative Operator Assisted Services**6.2.1 IntraLATA Usage Rates:**

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Min.	Add'l Min.	Initial Min.	Add'l Min.	Initial Min.	Add'l Min.
1-10	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
11-16	\$0.4000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
17-22	\$0.4000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
23-30	\$0.4500	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
31-40	\$0.4500	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
41-55	\$0.4500	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
56-70	\$0.5200	\$0.3300	\$0.3590	\$0.3000	\$0.3000	\$0.3000
71-124	\$0.5200	\$0.3300	\$0.3590	\$0.3000	\$0.3000	\$0.3000
125-196	\$0.5300	\$0.3600	\$0.3590	\$0.3000	\$0.3000	\$0.3000
197-292	\$0.5800	\$0.3600	\$0.3590	\$0.3000	\$0.3000	\$0.3000
293-Over	\$0.5800	\$0.3800	\$0.3908	\$0.3000	\$0.3000	\$0.3000

6.2.2 Per Call Service Charges:

Customer Dialed Calling or Credit Card:	\$1.50
Operator Dialed Calling or Credit Card:	\$2.50
Station-to-Station Collect:	\$2.30
Person-to-Person Collect:	\$4.50
Third Party Station-to-Station:	\$2.30
Third Party Person-to-Person:	\$4.50
Person-to-Person:	\$4.50
Station-to-Station:	\$3.50
Operator Dialed Surcharge:	\$2.00



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SECTION 6 - CURRENT PRICE LIST, (CONT'D.)

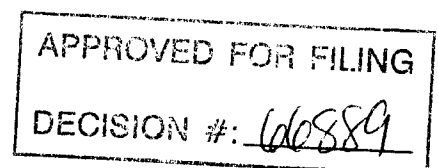
6.2 Alternative Operator Assisted Services, (Cont'd.)

6.2.3 InterLATA Usage Rates:

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Min.	Add'l Min.	Initial Min.	Add'l Min.	Initial Min.	Initial Min.
1-10	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
11-16	\$0.4000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
17-22	\$0.4000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000
23-30	\$0.4500	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
31-40	\$0.5065	\$0.3000	\$0.3135	\$0.3000	\$0.3000	\$0.3000
41-55	\$0.5307	\$0.3332	\$0.3135	\$0.3000	\$0.3000	\$0.3000
56-70	\$0.5560	\$0.3732	\$0.3590	\$0.3000	\$0.3000	\$0.3000
71-124	\$0.5560	\$0.3865	\$0.3590	\$0.3000	\$0.3000	\$0.3000
125-196	\$0.5560	\$0.4265	\$0.3590	\$0.3000	\$0.3000	\$0.3000
197-292	\$0.5560	\$0.4799	\$0.3590	\$0.3000	\$0.3000	\$0.3000
293-Over	\$0.5800	\$0.4820	\$0.3908	\$0.3000	\$0.3000	\$0.3000

6.2.4 Per Call Service Charges:

Customer Dialed Calling or Credit Card:	\$1.50
Operator Dialed Calling or Credit Card:	\$2.50
Station-to-Station Collect:	\$2.33
Person-to-Person Collect:	\$4.66
Third Party Station-to-Station:	\$2.33
Third Party Person-to-Person:	\$4.66
Person-to-Person:	\$4.50
Station-to-Station:	\$3.50
Operator Dialed Surcharge:	\$2.00



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SECTION 6 - CURRENT PRICE LIST, (CONT'D.)**6.3 Return Check Charge**

Per Check Charge: \$25.00

6.4 Directory Assistance

Up to two (2) requests may be made on each call to Directory Assistance.

Per Call Rate: \$1.25

6.5 Nonsubscriber Service Charge

Nonsubscriber Service Charge, Per Call \$1.99

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